

Liber 14 Folio 0409

Acts, Ordinances, Resolutions- Town
Clerk of the Circuit Clerk
Washington County

ORDINANCE NO. 2024-02

**AN ORDINANCE
AUTHORIZING THE ACQUISITION OF CERTAIN
REAL ESTATE PURSUANT TO THE PROVISIONS
OF THE LOCAL GOVERNMENT ARTICLE
ANNOTATED CODE OF MARYLAND AND THE
CHARTER OF THE TOWN OF KEEDYSVILLE, MARYLAND**

RECITAL

The Town of Keedysville is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland.

The Mayor and Council of said Municipality by and under the provisions of the *Charter* of said Town and the provisions of *Local Government Article of the Annotated Code of Maryland*, is authorized by Ordinance to take by gift, grant, bequeath, or devise, and to hold real and personal property absolutely or in trust for public uses.

Mt. Vernon Reformed Church of Keedysville, Maryland, Inc. is the owner of three parcels of land more particularly described in Section 1 of the Contract of Sale, Exhibit "A", which is attached hereto and made a part hereof by reference and being commonly known as 64 S. Main Street, Keedysville, Maryland.

Mt. Vernon Reformed Church of Keedysville, Maryland, Inc. has offered to convey those parcels of land described to the Town of Keedysville which the Mayor and Council have determined could be utilized for any public purpose that may be allowed under the laws of the State of Maryland.

The Mayor and Council of the Town of Keedysville as the duly constituted legislative body of the Town have determined to purchase the property at and for the sum of Thirty-Nine Thousand (\$39,000.00) Dollars and to enter into a certain Contract of Sale which is attached hereto and incorporated herein and made a part hereof by reference. (Exhibit A).

Each and every paragraph of this Recital is incorporated in the remainder of this Ordinance and constitutes a part hereof. Each and every paragraph of the remainder of this Ordinance is included in this Recital and made a part hereof.

NOW THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED, as follows:

1. The Mayor and Council of the Town of Keedysville as the duly constituted legislative body of said Town, do hereby accept the offer of the sale of the property described herein at and for the sum of Thirty-Nine Thousand (\$39,000.00) Dollars and do hereby ratify and approve the terms of the Contract of Sale attached hereto and incorporated herein by reference. (Exhibit A).

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2. The Mayor is hereby authorized, empowered and directed to execute any and all documents necessary to effectuate the purposes of this Resolution and Ordinance, including the Contract of Sale, and to accept a deed for said property.

3. The Town Attorney is hereby authorized and directed to take the necessary measures to effectuate the purposes of this Ordinance.

4. All acts or actions of the Town's agents, servants, representatives, employees, officers and attorneys applicable to the aforementioned acquisition of real property, of whatsoever nature or kind, are hereby ratified and confirmed ab initio.

BE FURTHER RESOLVED, ENACTED AND ORDAINED that this ordinance shall be effective pursuant to the provision of the Charter of the Town of Keedysville twenty (20) days after its enactment and passage

**WITNESS AND ATTEST
AS TO CORPORATE SEAL:**



Lisa Riner, Town Administrator

**MAYOR AND COUNCIL
OF THE TOWN OF KEEDYSVILLE**

BY: 

Kenneth Lord, Mayor

Date of Introduction: October 2, 2024

Date of Passage: November 6, 2024

Effective Date: November 26, 2024



CONTRACT OF SALE

This Agreement is made on November 6, 2024, at Keedysville, Washington County, Maryland by **MT. VERNON REFORMED CHURCH OF KEEDYSVILLE, MARYLAND, INC.**, 64 S. Main Street, P.O. Box 94 Keedysville, MD 21756, hereinafter referred to as Seller, and the **TOWN OF KEEDYSVILLE, MARYLAND**, a Municipal Corporation, existing under and by virtue of the Laws of the State of Maryland, hereinafter referred to as Purchaser, whose address is Town Hall, 19 S. Main Street, P.O. Box 359, Keedysville, Maryland 21756.

In consideration of the premises, Purchaser and Seller contract and agree with each other as follows:

**SECTION ONE
PROPERTY SOLD**

Seller bargains and sells to the Purchaser and the Purchaser purchases from the Seller the fee simple property lying in Washington County, Maryland, being commonly known and designated as 64 S. Main Street and consisting of two parcels of land. Parcel 1 (.3070 acres +/-), improved by a church and related structures, was acquired by the Seller by Deed recorded among the Land Records of Washington County, Maryland at Liber 53 Folio 570. Parcel 2, unimproved, consists of .8395 acres +/- and was acquired by Seller by Deed recorded at Liber 54 Folio 791 among the Land Records of Washington County, Maryland. Parcel 3 consists of .0384 acres +/- and was acquired by Seller by Deed recorded at Liber 99 Folio 18 among the Land Records of Washington County, Maryland. All three parcels are more particularly shown and described in said Deeds and the unrecorded, metes and bounds plat attached hereto and incorporated herein by reference as Exhibit "A". The parcels are sold and will be conveyed together with all improvements and fixtures thereon and all appurtenances thereto. The sale shall also include the contents of 64 S. Main Street, Keedysville, Maryland with the exception of the religious items identified on Exhibit "B". The

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property shown on Exhibit "A" together with its appurtenances, contents, and improvements, are hereinafter called the "Property".

**SECTION TWO
PURCHASE PRICE**

Purchaser covenants and agrees to purchase all of the real estate above described and to pay for such real estate the purchase price as follows: **THIRTY-NINE THOUSAND DOLLARS (\$39,000.00)**, is due payable at settlement.

**SECTION THREE
DEPOSIT**

Receipt on behalf of Seller of the deposit in the form of payment of the option amount of **ZERO DOLLARS (\$00.00)**, is acknowledged. Each party acknowledges that no real estate broker or other individual acted as an agent on their behalf and that no real estate commissions are payable as a result of this sale.

**SECTION FOUR
ZONING**

The property described herein shall be sold subject to all existing zoning ordinances and other ordinances applicable to the geographical area in question. No representations or warranty is made by the Seller as to the use that can be made of the property.

IT IS FURTHER AGREED that Seller makes no representations or warranties as to the use that may be made of the premises, or the applicability or nature of Zoning Regulations or any other municipal state or governmental regulations.

**SECTION FIVE
RISK OF LOSS**

The property is to be held at the risk of the Seller until legal title has passed to Purchaser. If prior to the time legal title has passed or possession has been given to Purchaser, all or a substantial

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part of the property is destroyed or damaged, without fault of the Purchaser, then this Agreement, at the option of the Purchaser, shall be null and void and of no further legal effect, and all monies paid shall be returned promptly by Seller to Purchaser. If Purchaser elects not to cancel this Contract and settles upon the Property, the purchase price shall not be reduced.

SECTION SIX ADJUSTMENTS

All transfer taxes and documentary stamps shall be paid by the Purchaser. Any surveying costs, likewise, shall be paid for by Purchaser. All taxes, general or special, and any other public or governmental charges or assessments against the premises which are or may be payable on an annual basis, including assessments, liens, or encumbrances for water, sewer, drainage, or paving are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Purchaser, whether assessments have been levied or not as of the date of settlement if applicable by local law.

SECTION SEVEN CONDITION OF PROPERTY

The property herein is being sold in "as is" condition. No representations of any kind are made or have been made in reference to the condition of either the property or any improvements thereon. No representations, warranties, or conditions of any kind are made in reference to the premises or to any environmental matters.

SECTION EIGHT TITLE

The property is sold free of encumbrances, subject however, to applicable zoning, covenants, restrictions, and easements of record. Seller agrees to execute and deliver a good and sufficient deed of **SPECIAL** warranty with covenants of further assurances of title. In the event Seller is unable to give good and merchantable title, Seller, at Seller's expense, may cure any defect

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so as to enable Seller to give a good and merchantable title, or with Purchaser's permission, if Purchaser is willing to accept title without said defect being cured, pay any special premium on behalf of Purchaser to obtain title insurance on the property to the benefit of Purchaser insuring over said defect. In the event Seller attempts to cure any defect in title, this contract shall continue to remain in full force and effect and the date of settlement shall be extended for a period not to exceed ninety (90) days. In the event Seller is unable to cure such title defects within such ninety (90) days, Purchaser shall have the option of taking such title as Seller can give or being reimbursed for all deposit monies paid by Purchaser. In the latter event, there shall be no further liability or obligation on the part of either of the parties hereto and this contract shall become null and void and all deposits hereunder shall be returned immediately to the Purchaser.

**SECTION NINE
TITLE SEARCH/CLOSING COSTS**

It is agreed by and between the parties that the Purchaser shall have a title search on the property performed and a title policy issued by reputable title company at the expense of Purchaser.

In the event that Purchaser, and/or any financial institution, or any other agency shall request or desire a survey of the premises, then and in said event, same shall be conducted at the expense of the Purchaser.

The term closing costs is defined as attorney fees, Title Insurance Policies, and surveys. They shall not include taxes, assessments, utilities or pro-ration thereof.

**SECTION TEN
POSSESSION**

Seller agrees to give possession and occupancy at the time of settlement except as hereinafter provided. During the term of this Contract, the Purchaser, its agents, employees, contractors and engineers shall have the right, from time to time, to enter upon the property at their

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risk for the purpose of inspecting the same and conducting surveys, engineering studies, borings, soil tests, investigations, feasibility studies and the like. To the extent that it is practical to do so, all entries shall be made in such a manner as to minimize interference with the Seller's present use and occupancy of the Property. Within a reasonable time after such entries, Purchaser shall, to the extent practical, restore the property to its prior condition. The Purchaser agrees to indemnify and save the Seller harmless for all claims arising by reason of such entries.

SECTION ELEVEN PURCHASER'S DEFAULT

In the event Purchaser fails to perform Purchaser's obligations under this Agreement, then Seller shall be entitled to bring an action for monetary damages and/or specific performance to cause the Purchaser to perform Purchaser's obligations hereunder.

SELLER'S DEFAULT

In the event Seller fails to perform Seller's obligations under this Agreement, then Purchaser shall be entitled to bring an action for monetary damages and/or specific performance to cause the Seller to perform Seller's obligations hereunder.

SECTION TWELVE REAL ESTATE COMMISSIONS

The Seller and Purchaser each warrant and represent to the other that it has not used the services of any broker, agent or finder who would be entitled to a commission on account of this Contract or the consummation of the transactions contemplated hereby and agrees to defend, indemnify and save the other harmless from any commission or fee which may be payable to any broker, agent or finder with whom the identifying party has dealt in connection with this Contract.

SECTION THIRTEEN SETTLEMENT

Settlement shall be held within thirty (30) days from the Effective Date of the Ordinance Passed by the Mayor and Council of the Town of Keedysville, which *Maryland Law, Local Government Article*, requires to authorize the acquisition of the herein described property and the approval required by the Congregation of Seller, whichever shall occur last. Settlement shall be held at the offices of Kuczynski & Kuczynski, P.A., 22 W. Salisbury St., Williamsport, Maryland. **TIME IS OF THE ESSENCE.** If the Ordinance is not Effective and/or Congregation's approval is not acquired within ninety (90) days of the date of this Agreement, either Party may terminate this Agreement by providing written notice to the other Party.

**SECTION FOURTEEN
ASSIGNMENT**

This Agreement is not assignable either in whole or in part.

**SECTION FIFTEEN
INTERNAL REVENUE SERVICE FILING**

Purchaser and Seller each agree to cooperate with the person responsible for settlement by providing all necessary information so that a report can be filed with the Internal Revenue Service, this report is required by Section 6405 of the IRS Code (as amended by Sec. 1521 of the Tax Reform Act of 1986 and the regulations promulgated thereunder). Any fees incurred by such filing will be paid by the Seller.

**SECTION SIXTEEN
CONDEMNATION**

If prior to the settlement date all or any portion of the property shall be appropriated and/or required for public use by governmental or other lawful authority under the power of eminent domain or by a negotiated sale in lieu thereof, and should the parties hereto during the period of thirty (30) days after notice of such taking, appropriation or negotiation be unable to mutually settle or compromise any award or consideration to be paid therefor and make corresponding adjustment

to the terms of the Agreement, then the Agreement may be canceled by either party hereto under the same terms and conditions as would prevail if title to the Lot were unmarketable, no part of the award, damage or consideration to belong to the Purchaser.

**SECTION SEVENTEEN
NOTICES**

All notices and other communications required under this Agreement shall be in writing and delivered either personally or by depositing the same, postage prepaid, in the United States mail addressed to the party to whom the same is directed at the following addresses:

SELLER: Mt. Vernon Reformed Church of Keedysville, Maryland, Inc.
Attn: Rev. Delancy Catlett
64 S. Main Street
Keedysville, MD 21756

PURCHASER: Lisa Riner, Town Administrator
Town Hall
19 S. Main Street
Keedysville, Maryland 21756

**SECTION EIGHTEEN
DOCTRINE OF MERGER**

The Doctrine of Merger shall not apply to this Agreement and this Agreement shall survive the execution and delivery of the deed.

**SECTION NINETEEN
ENTIRE AGREEMENT**

This Agreement and any addenda hereto contain the final contract between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representation, oral or written, not contained herein. This Agreement shall be binding on the parties and their respective heirs, personal representatives, successors and assigns, and shall be construed in accordance with Maryland law.

**SECTION TWENTY
TIME OF ESSENCE**

Time is of the essence of this Agreement.

**SECTION TWENTY-ONE
APPROVAL**

It is understood by the Seller(s) that this contract is contingent upon and subject to the passage of an Ordinance at a duly constituted meeting of the Mayor and Council of the Town of Keedysville in accordance with its *Charter* and the *Annotated Code of Maryland, Local Government Article*.

It is also understood by the Purchaser that this contract is contingent upon and subject to the approval of this Contract and the sale contemplated hereunder by the Congregation of the Seller in accordance with its By-laws or other documents that control the governance of the Seller.

**SECTION TWENTY-TWO
MISCELLANEOUS**

As used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The headings in this contract are for convenience and reference only and are not intended to define or limit the scope of any provisions of this agreement nor affect the interpretation thereof.

This agreement shall inure to the benefit and be binding upon the parties hereto and on their respective successors or assigns.

This contract contains the final and entire agreement between the parties, and they shall not be and are not bound by any terms, conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this contract shall be valid only if executed in

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writing by the parties or their successors or assigns and with the requisite formal approvals as were required for the initial agreement.

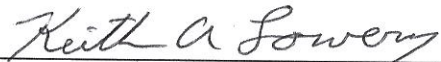
This Contract shall be construed, interpreted and enforced according to the laws of the State of Maryland, without regard to principles of conflict of law.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement, each partly, jointly and severally intending to be legally bound by its terms.

ATTEST:

MT. VERNON REFORMED CHURCH OF
KEEDYSVILLE, MARYLAND, INC.




BY:  (SEAL)
Keith Lowery, President (SELLER)

BY:  (SEAL)
Rev. Delancy Catlett, Secretary (SELLER)

ATTEST:

TOWN OF KEEDYSVILLE



BY:  (SEAL)
Kenneth Lord, Mayor (PURCHASER)

CERTIFICATION

I hereby certify that the foregoing Contract of Sale was approved by the Mayor and Council of Keedysville at a duly constituted public meeting on November 6, 2024.



Lisa Riner, Town Administrator

Send Certification to:

Ms. Lisa Riner, Town Administrator
Town of Keedysville
Town Hall
P. O. Box 359
Keedysville, MD 21756

DEC 03 2024

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LR - Government
Instrument 0.00
Agency Name: Town of
Keedysville
Instrument List: Other
Describe Other:
Ref:

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Total: 0.00
12/02/2024 03:23
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#18564719 CC0403 -
Washington
County/CC04.03.01 -
Register 01

This page not to be counted in calculating Recording Fee

**Clerk of Circuit Court
Washington County, Maryland**

Kevin R. Tucker, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee _____
Recording Fee _____
County Transfer Tax _____
Recordation Tax _____
State Transfer Tax _____
Non-Resident Tax _____
TOTAL _____